

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT (this “**Agreement**”) is made this ____ day of December, 2010, by and between Back Bay Restaurant Group, Inc., a Delaware corporation (the “**Company**”), and _____ (“**Executive**”).

WHEREAS, the Company and its direct and indirect subsidiaries (collectively with any and all successors and assigns of the Company and such subsidiaries, the “**Group**”) are engaged in the business of developing and operating full-service, upscale-casual and fine dining restaurants under the brands Abe & Louie’s, Atlantic Fish, Coach Grill, Joe’s American Bar and Grill and Charley’s (such brands and their respective related restaurants, collectively, the “**Business**”), as well as restaurants under the brand Papa Razzi (such brand and its related restaurants, collectively, “**Papa Razzi**”);

WHEREAS, Executive is a key employee of the Group with special knowledge of confidential, proprietary and trade secret information of the Group, its operations and its employees;

WHEREAS, the Company and certain of its subsidiaries have entered into or are about to enter into an Asset Purchase Agreement (the “**Asset Purchase Agreement**”) to sell substantially all of their respective assets, other than assets relating to Papa Razzi, to various purchasers (the “**Asset Sale Transaction**”);

WHEREAS, Executive will derive a direct and/or indirect economic benefit from the consummation of the Asset Sale Transaction; and

WHEREAS, as a condition to the consummation of the transactions contemplated by the Asset Purchase Agreement, in consideration of the economic benefit to Executive as a result of the Asset Sale Transaction, and in order to protect the interests of the Group and the Business, the Company and Executive have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and promises in this Agreement, the parties acknowledge and agree as follows:

1. **Confidential Information.**

(a) Executive acknowledges that the Confidential Information (as defined below) constitutes a protectible business interest of the Group, and covenants and agrees that at all times during the period of Executive's employment, and at all times thereafter, Executive will not, directly or indirectly, disclose, furnish, make available or utilize any Confidential Information other than in the course of performing duties as an employee, manager or director of the Group. Executive will abide by Group policies and rules as may be established from time to time for the protection of its Confidential Information. Executive agrees that in the course of employment with the Group, Executive will not bring to any office of any member of the Group nor use, disclose to the Group, or induce the Group to use, any confidential information or documents belonging to others. Executive's obligations under this Section 1(a) with respect to particular Confidential Information will survive expiration or termination of this Agreement and Executive's employment with the Group.

(b) As used in this Agreement, the term "**Confidential Information**" means (1) any and all trade secrets concerning the business and affairs of the Group, product lists and specifications, data, know-how, formulae, compositions, processes, recipes, cooking methods, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned sales and marketing methods and processes, customer lists, loyalty program information, current and anticipated customer requirements, price lists and pricing policies, market studies (including analysis of new markets and locations), business plans, computer software and programs, systems, improvements, devices, know-how, discoveries, concepts, methods, information and competitive strategies and any other information, however documented, of the Group that is a trade secret under applicable law; (2) any and all information concerning the business and affairs of the Group (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training and techniques and materials, purchasing methods and techniques and information regarding competitors), however documented; and (3) any and all notes, analysis, compilations, studies, summaries and other material prepared by or for the Group containing or based, in whole or in part, upon any information included in the foregoing. Confidential Information does not include information that: (x) is or becomes generally available to the public other than as a result of a disclosure by Executive; (y) was or becomes available to Executive on a non-confidential basis from a source other than the Group, provided that the source of such information, insofar as is known to Executive, was not prohibited from transmitting such information to Executive by a contractual, legal, fiduciary or other obligation; or (z) is developed independently by Executive without any reliance on the Confidential Information. From and after the consummation of the Asset Sale Transaction and the assignment of this Agreement as contemplated by Section 13, Confidential Information shall not include information that: (I) solely relates to Papa Razzi and to no other brand or aspect of the Group; (II) solely relates to the Joe's American Bar and Grill located in Hanover, Massachusetts so long as such restaurant is branded as a "Joe's American Bar and Grill." Furthermore, the assignment of this

Agreement in connection with the Asset Sale Transaction shall in no way relieve the Executive from such Executive's common law obligations to the Company to maintain the confidentiality of Confidential Information (including information referenced in clauses (I) and (II) above).

2. **Return of Materials.** Upon termination of employment with the Group, and regardless of the reason for such termination, Executive will leave with, or promptly return to, the Group all documents, records, notebooks, magnetic tapes, disks or other materials, including all copies, in Executive's possession or control which contain Confidential Information or any other information concerning the Group or any of their respective products, services, customers or clients, whether prepared by Executive or others.

3. **Non-Solicitation.**

(a) Executive will not, for a period of three (3) years beginning on the date hereof (the "**Restricted Period**"), directly or indirectly, separately or in association with others, solicit, encourage or recruit any of the Business's employees (or any Papa Razzi employees working at the Short Hills, New Jersey or Paramus, New Jersey locations) who are, or were at any time during the six (6) month period immediately prior to Executive's action, employed by the Business (or the Papa Razzi locations in Short Hills, New Jersey or Paramus, New Jersey), to discontinue their employment with the Business (or the Papa Razzi locations in Short Hills, New Jersey or Paramus, New Jersey); provided, however, that (i) general solicitations of employment published in a journal, newspaper or other publication of general circulation or listed on any internet job site and not specifically directed towards such employee shall not be deemed to constitute solicitation for purposes hereof and (ii) the covenant set forth in this Section 3(a) shall not apply to employees of the Joe's American Bar and Grill located in Hanover, Massachusetts.

(b) The Restricted Period shall be extended for a period equal to any time period that Executive is in violation of this Section 3.

4. **Non-Disparagement.** Executive will not, at any time during the Restricted Period, directly or indirectly make or participate in the making of any negative, derogatory, disparaging, defamatory or libelous oral, electronic or written statements about, or otherwise interfere with, (a) the business reputation of the Group, any of its restaurants, or the personal or business reputations of any of the Group's employees, officers, managers, directors, members or owners, (b) any landlords of the Group's leased real property with respect to such leasing relationships or (c) any of the Group's business, guest or customer relationships. Notwithstanding the foregoing, this Section 4 shall not restrict Executive's statements about landlords which solely involve relationships that are not related to the Group.

5. **Equitable Remedies.** Executive acknowledges and agrees that the agreements and covenants set forth in this Agreement are reasonable and necessary for the protection of the Group's and the Business's business interests, that irreparable injury will result to the Group if Executive breaches any of the terms of said covenants, and that in the event of Executive's actual or threatened breach of any such covenants, the Group will have no adequate remedy at law.

Executive accordingly agrees that, in the event of any actual or threatened breach by Executive of any of said covenants, the Group will be entitled to immediate injunctive and other equitable relief, without the necessity of showing actual monetary damages and without posting a bond or other security. Nothing in this Section 5 will be construed as prohibiting the Group from pursuing any other remedies available to it for such breach, including the recovery of any damages that it is able to prove.

6. **No Right to Employment.** No provision of this Agreement shall give Executive any right to continue in the employ of the Group, create any inference as to the length of employment of Executive, affect the right of the Group to terminate the employment of Executive, with or without cause, or give Executive any right to participate in any Executive welfare or benefit plan or other program of the Group.

7. **Modification and Waiver.** This Agreement may not be modified or amended except by an instrument in writing signed by the Company and Executive. No term or condition of this Agreement will be deemed to have been waived, except by written instrument of the party charged with such waiver. No such written waiver will be deemed to be a continuing waiver unless specifically stated therein, and each such waiver will operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

8. **Severability.** Executive acknowledges that the agreements and covenants contained in this Agreement are essential to protect the Group and its goodwill. Each of the covenants in this Agreement will be construed as independent of any other covenants or other provisions of this Agreement. It is the intention and desire of the parties that the court treat any provisions of this Agreement which are not fully enforceable as having been modified to the extent deemed necessary by the court to render them reasonable and enforceable and that the court enforce them to such extent.

9. **Notices.** Any notice, consent, waiver and other communications required or permitted pursuant to the provisions of this Agreement must be in writing and will be deemed to have been properly given: (a) when delivered by hand; (b) when sent by facsimile (with acknowledgment of complete transmission), provided that a copy is mailed by U.S. certified mail, return receipt requested; (c) three (3) days after sent by certified mail, return receipt requested; or (d) one (1) day after deposit with a nationally recognized overnight delivery service, in each case to any party at the mailing address, facsimile number and email address set forth below, or, with respect to any party set forth below, at such other address, facsimile number or email address specified in writing by such party to the other parties hereto in accordance with this Section 9:

If to the Company or the
Group:

Back Bay Restaurant Group, Inc.
**[284 Newbury Street
Boston, Massachusetts 02115]**
Attn:
Fax:
Email:

With a copy, which shall not
constitute notice to the
Company or the Group, to:

Hinckley, Allen & Snyder LLP
50 Kennedy Plaza
Suite 1500
Providence, Rhode Island 02903
Attn: Matthew T. Marcello, III, Esq. and
Margaret D. Farrell, Esq.
Fax: (401) 277-9600

If to Executive:

10. **Headings.** The headings and other captions in this Agreement are included solely for convenience of reference and will not control the meaning and interpretation of any provision of this Agreement.

11. **Governing Law.** This Agreement has been executed in the Commonwealth of Massachusetts, and its validity, interpretation, performance, and enforcement will be governed by the laws of such state, without giving effect to any choice of law or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. Executive and the Company hereby irrevocably submit to the exclusive jurisdiction of any state or federal court located in the Commonwealth of Massachusetts over any suit, action or proceeding, whether at law or in equity, arising out of or relating to or concerning this Agreement.

12. **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY; PROVIDED, HOWEVER, THAT THE PARTIES HERETO AGREE THAT SUCH WAIVER SHALL NOT BE DEEMED TO CONSTITUTE A WAIVER OF ADJUDICATION BY A COURT HAVING APPROPRIATE JURISDICTION.

13. **Assignment/Binding Effect.** This Agreement will be binding upon and inure to the benefit of Executive, the Company, and their respective successors and permitted assigns. Executive may not assign his or her rights or duties under this Agreement. The Company will be entitled to assign its rights and duties under this Agreement. In furtherance thereof, the Company and Executive acknowledge and agree that this Agreement will be assigned to the purchaser of the Company's assets in the Asset Sale Transaction, and Executive will raise no objection to such assignment. Following such assignment, the Company shall continue to be a third party beneficiary of the Executive's obligations under this Agreement (excluding Section 3 hereof) with respect to Papa Razzi.

14. **No Strict Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any person.

15. **Counterparts.** This Agreement may be executed in separate counterparts and may be executed by facsimile or PDF copies, each of which is deemed to be an original and all of which, taken together, constitute one and the same agreement.

[Remainder of Page Intentionally Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the Company and Executive have caused this Agreement to be executed as of the date first above written.

BACK BAY RESTAURANT GROUP, INC.

By: _____

Name:

Title:

EXECUTIVE:
